

Arby Aiwasian (SBN 269827)  
Yasmin Hosseini (SBN 326399)  
Ryan Slinger (SBN 351297)  
**LAWYERS for JUSTICE, PC**  
450 North Brand Boulevard, Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiff and the Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF VENTURA**

LETICIA ACEVEDO, individually, and on  
behalf of other members of the general public  
similarly situated and on behalf of other  
aggrieved employees pursuant to the California  
Private Attorneys General Act;

Plaintiff,

vs.

TURBONETICS HOLDINGS, INC., a  
Delaware corporation; TURBONETICS, INC.,  
an unknown business entity; WABTEC  
CORPORATION, an unknown business entity;  
MOTIVEPOWER, INC., an unknown business  
entity; NORDCO RAIL SERVICES, LLC, an  
unknown business entity; NORDCO, INC., an  
unknown business entity; RICON CORP., an  
unknown business entity; SHUTTLEWAGON,  
INC., an unknown business entity;  
TRANSPORTATION SYSTEMS SERVICES  
OPERATIONS INC., an unknown business  
entity; WABTEC MANUFACTURING  
SOLUTION LLC, an unknown business entity;  
WABTEC RAILWAY ELECTRONICS, INC.,  
an unknown business entity; WABTEC US  
RAIL, INC., an unknown business entity;  
WESTINGHOUSE AIR BRAKE  
TECHNOLOGIES CORPORATION, an  
unknown business entity; XORAIL, INC., an  
unknown business entity; WABTEC  
TRANSPORTATION SYSTEMS, LLC, an  
unknown business entity; and DOES 1 through  
100, inclusive,

Defendants.

Case No. 2023CUOE008785

Honorable Charmaine H. Buehner  
Department 44

**DECLARATION OF GARVIN BROWN  
OF ILYM GROUP, INC. REGARDING  
NOTICE AND SETTLEMENT  
ADMINISTRATION**

Date: February 25, 2026  
Time: 1:30 p.m.  
Department: 44

Complaint Filed: May 9, 2023  
FAC Filed: August 26, 2025  
Trial Date: None Set

1 I, Garvin Brown, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a  
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional  
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently  
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Acevedo*  
6 *v. Turbonetics Holdings, Inc., et al.*, matter. I am authorized to make this declaration on behalf of  
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to  
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,  
10 including direct mail services, database management, claims processing and settlement fund  
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class  
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and  
14 appointed by the Court to provide notification services and settlement administration, pursuant to  
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be  
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the  
17 *Court Approved Notice of Class Action Settlement*, (referred to as “Class Notice”); (b) receiving  
18 and processing requests for exclusion and objections to the Settlement, if applicable; (c) resolving  
19 Class Members’ disputes over the number of Workweeks Defendants have a record of them  
20 working during the Class Period, which was pre-printed on their individualized Class Notice; (d)  
21 establishing a QSF account and calculating individual settlement award amounts; (e) processing  
22 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement  
23 and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling  
24 the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing  
25 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On October 8, 2025, ILYM Group received the Court approved text for the Class  
27 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which  
28 was approved by the Parties’ Counsel prior to mailing.

1           5.       On October 29, 2025, ILYM Group received the class data file from Counsel for  
2 Defendants, which contained the name, Social Security number, last known mailing address, the  
3 dates of employment worked for each individual, the number of Workweeks worked for each Class  
4 Member during the Class Period and the number of Pay Periods worked for each Aggrieved  
5 Employee during the PAGA Period. The data file was uploaded to our database and checked for  
6 duplicates and other possible discrepancies. The Class List contained 239 individuals.

7           6.       As part of the preparation for mailing, all 239 names and addresses contained in the  
8 Class List were then processed against the National Change of Address (“NCOA”) database,  
9 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming  
10 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA  
11 contains requested change of addresses filed with the USPS. To the extent that an updated address  
12 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.  
13 To the extent that no updated address was found in the NCOA database, the original address  
14 provided by Counsel for Defendants was used for the mailing of the Class Notice.

15          7.       On November 12, 2025, the Class Notice was mailed, in English, via U.S First Class  
16 Mail, to all 239 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and  
17 correct copy of the mailed Class Notice.

18          8.       As of the date of this declaration, 13 Class Notices have been returned to our office  
19 as undeliverable. Of the 13 returned Class Notices, none included a return with a forwarding address  
20 provided by the USPS. ILYM Group performed a computerized skip trace on all 13 returned Class  
21 Notices that did not have a forwarding address, in an effort to obtain an updated address for the  
22 purpose of re-mailing the Class Notice. As a result of this skip trace, all 13 updated addresses were  
23 obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S. First  
24 Class Mail.

25          9.       As of the date of this declaration, a total of 13 Class Notices have been re-mailed as  
26 a result of ILYM Group’s skip tracing efforts.

27          10.       As of the date of this declaration, there are no Class Notices that have been deemed  
28 undeliverable as no updated addresses were found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was December 27, 2025.

12. As of the date of this declaration, ILYM Group has not received any written objections to the Settlement. The deadline to file a written objection to the Settlement was December 27, 2025.

13. As of the date of this declaration, ILYM Group has not received any disputes from a Class Member.

14. As of the date of this declaration, ILYM Group will report a total of 239 Participating Class Members, representing 100.00% of the 239 Class Members. The total number of Workweeks worked by the Participating Class Members during the class period is 33,850. The Escalator Clause has not been triggered.

15. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of Workweeks worked by the Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Total Settlement Amount for Attorneys' Fees and Costs, the Enhancement Award, Administration Costs to ILYM Group, and the PAGA Penalties allocation, e.g.,

|                                       |                       |
|---------------------------------------|-----------------------|
| <b>Total Settlement Amount</b>        | <b>\$1,450,000.00</b> |
| Attorney's Fees                       | \$507,500.00          |
| Litigation Costs                      | \$14,119.14           |
| Enhancement Award                     | \$10,000.00           |
| Administration Costs to ILYM Group    | \$6,950.00            |
| PAGA Penalties to LWDA                | \$131,250.00          |
| PAGA Penalties to Aggrieved Employees | \$43,750.00           |
| <b>Net Settlement Amount</b>          | <b>\$736,430.86</b>   |

16. To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all 239 Participating Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class

1 Period, to the total number of Applicable Workweeks worked by all Class Members during the  
2 Class Period. Based on these calculations, the Participating Class Members will receive an  
3 estimated average gross payment of \$3,081.30, with the estimated highest gross payment being  
4 \$5,961.07.

5 17. In addition, ILYM Group will report a total of 151 Aggrieved Employees who  
6 worked 6,320 Pay Periods during the PAGA Period. The PAGA payment shares to the Aggrieved  
7 Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked  
8 during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a  
9 pro rata basis, based on the ratio of the Applicable PAGA Pay Periods worked by each Aggrieved  
10 Employee during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked  
11 by all Aggrieved Employees during the PAGA Period. Based on these calculations, the Aggrieved  
12 Employees will receive an estimated average payment of \$289.74, with the estimated highest  
13 payment being \$636.87.

14 18. ILYM Group's total fees and costs for services in connection with the administration  
15 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and  
16 costs for completion of the settlement administration, are \$6,950.00. ILYM Group's work in  
17 connection with this matter will continue with the calculation of the settlement award payments,  
18 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such  
19 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM  
20 Group to perform.

21 I declare under penalty of perjury under the laws of the State of California and the United  
22 States that the foregoing is true and correct to the best of my knowledge and that this Declaration  
23 was executed this 22<sup>nd</sup> day of January 2026, at Tustin, California.

24 *Garvin Brown*

25 GARVIN BROWN

# **EXHIBIT “A”**

«First\_Name» «Last\_Name»  
«Address\_1»  
«City», «State» «Zip\_Code»

If you worked for Turbonetics Holdings, Inc., MotivePower, Inc., Nordco Rail Services, LLC, Nordco, Inc., Ricon Corp., Shuttlewagon, Inc., Transportation Systems Services Operations Inc., Wabtec Manufacturing Solution LLC, Wabtec Railway Electronics, Inc., Wabtec US Rail, Inc., Westinghouse Air Brake Technologies Corporation, Xorail, Inc., Wabtec Transportation Systems, LLC, Turbonetics, Inc., and Wabtec Corporation (collectively, “Defendants”) in California as a non-exempt employee between May 9, 2019 and July 31, 2024 (“Class Period”), you may be eligible to receive money from a class action settlement.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.** The Ventura County Superior Court has authorized this notice in the matter of *Acevedo v. Turbonetics Holdings, Inc., et al.*, Ventura County Superior Court Case No. 2023CUOE008785 (the “Lawsuit”). This is not a solicitation from a lawyer.

- You are receiving this Notice because Defendants’ records show that you worked for at least one of the Defendants in California as a non-exempt/hourly employee during the Class Period. Your estimated net settlement share is \$«Total».
- The parties have negotiated a proposed settlement (the “Settlement”) of the Lawsuit in the amount of \$1,450,000.00. The Settlement resolves claims against Defendants in the Lawsuit for unpaid wages, unpaid overtime, failure to pay overtime, sick pay, reporting time pay, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, failure to comply with California’s sick pay laws, waiting time penalties, and civil penalties under the Private Attorneys’ General Act (“PAGA”).
- Defendants deny all of the allegations in the Lawsuit and expressly and specifically deny violating any laws.
- Your legal rights may be affected by this Settlement whether you act, or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before **December 27, 2025**.
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.

| Your Legal Rights and Options in this Settlement |                                                                                                                                                                                                                 |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing</b>                                | <b>Stay in the Lawsuit. Receive a share in the Settlement amount.</b>                                                                                                                                           |
| <b>Ask To Be Excluded</b>                        | <b>Exclude yourself from the Settlement. You will receive no benefits (except for your share of the PAGA Penalties) from the Settlement. You will not give up your rights to claims alleged in the Lawsuit.</b> |

|                        |                                                                                                                                                                                                                                                           |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | If you ask in writing to be excluded from the Settlement, you will not share in the settlement amount, except for your share of the PAGA Penalties, but you will not give up any rights you may have with respect to the claims at issue in this lawsuit. |
| <b>Object</b>          | <b>Write to the Court about why you don't agree with the Settlement.</b>                                                                                                                                                                                  |
| <b>Go to a Hearing</b> | <b>Ask to speak in Court about the fairness of the Settlement.</b>                                                                                                                                                                                        |

## 1. Why did I get this notice?

Defendants' records show that you currently work or previously worked for one or more Defendants in California in a non-exempt/hourly position between May 9, 2019 and July 31, 2024 ("Class Period"). Employees who fall within this description are referred to as "Class Members." Class Members who worked for one or more Defendants in California in a non-exempt position between May 9, 2022 and July 31, 2024 (the "PAGA Period") are also "Aggrieved Employees."

The Court directed that you receive this notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement provides.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for the County of Ventura, and the Lawsuit is known as *Acevedo v. Turbonetics Holdings, Inc., et al.*, Ventura County Superior Court Case No. 2023CUOE008785.

## 2. What is the lawsuit about?

The Lawsuit is for unpaid wages, unpaid overtime, failure to pay overtime, sick pay, reporting time pay, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, failure to comply with California's sick pay laws, waiting time penalties, and civil penalties under PAGA.

Defendants expressly and specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit. However, they have concluded that any further defense of the Lawsuit would be protracted and expensive for all Parties. They have, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Lawsuit.

## 3. Who is the plaintiff in the lawsuit?

Leticia Acevedo is the Plaintiff and Class Representative in the Lawsuit.

## 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to the Settlement with the assistance of a professional, neutral mediator. That way, they can avoid the cost of a trial, and the people affected will get compensation as part of a compromise between the sides. Defendants did not admit any liability but settled the Lawsuit in order to avoid costly, disruptive, and time-consuming litigation. The Class Representative and her attorneys think the Settlement is best for all Class Members.

## 5. What does the settlement provide?

Defendants will pay a Total Settlement Amount of \$1,450,000.00 (“Total Settlement Amount”) to cover: (1) Settlement payments to Participating Class Members and Aggrieved Employees; (2) the costs of administering the Settlement; (3) the Enhancement Award to the Class Representative; (4) payment to the California Labor and Workforce Development Agency (“LWDA”); and (5) Class Counsel’s Attorneys’ Fees and Litigation Costs. The Total Settlement Amount will be distributed in accordance with the terms of this Agreement. A description of how to “exclude” yourself is provided below, in Question 12 on page 5.

## 6. How much will my payment be?

Your share of the Settlement will depend on the number of Class Members who participate (*i.e.*, the number of Class Members who do not “exclude” themselves), how many workweeks you worked for Defendants as a non-exempt employee in California during the Class Period, and how many pay periods you worked for Defendants as a non-exempt employee in California during the PAGA Period. Each Class Member shall receive a pro rata portion of the Settlement subject to a distribution formula, referred to as their “Individual Settlement Payment.” In addition, each Aggrieved Employee shall receive a pro rata portion of the PAGA Penalties subject to a distribution formula, referred to as their “Individual PAGA Payment.”

Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members’ Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members according to Defendants’ business records to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share. Non-Participating Class Members will not receive any Individual Settlement Shares.

Individual PAGA Payments will be calculated and apportioned from the 25% share of the PAGA Penalties based on the Aggrieved Employees’ PAGA Pay Periods, as follows: The Administrator will divide the 25% portion of the PAGA Penalties attributed to Aggrieved Employees, *i.e.* \$43,750.00, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period resulting in the PAGA Pay Period Value and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

Defendants’ records show that you worked «**Class\_Workweeks**» workweeks for Defendants in California as a non-exempt employee during the Class Period and that you worked «**PAGA\_Pay\_Periods**» pay periods for Defendants in California as a non-exempt employee during the PAGA Period. **Based on the preceding information, your estimated Individual Settlement Share is \$«Est\_Individual\_Settlement\_Shares» and your estimated Individual PAGA Payment is \$«Est\_Individual\_PAGA\_Payments».**

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement

Share and/or Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

If you feel that you were not credited with the correct number of workweeks or pay periods that you worked as a non-exempt employee in California for Defendants during the Class Period or PAGA Period, you may submit a writing dispute which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes the number of Workweeks / PAGA Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) attach any documentation that they have to support the dispute; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before **December 27, 2025**, with documentation to establish the number of workweeks and pay periods you claim to have actually worked during the relevant timeframes. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith with counsel for Defendants how many workweeks and pay periods should be credited to you. The Settlement Administrator will make the final decision as to how many weeks and pay periods are credited, and report the outcome to you. If you are unsatisfied with the decision, you may submit an Objection, as discussed below, or you may opt out of the Settlement.

25% of Individual Settlement Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Settlement Payments and all Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting. Through this settlement, each Participating Class Member and Aggrieved Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Controller's Unclaimed Property Fund, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.

## 7. How can I get a payment?

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #1), and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

## 8. What if my address changes?

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator:

**ILYM Group, Inc.**

P.O. Box 2031 | Tustin, CA 92781

**Telephone:** (888) 250-6810

**Fax:** (888) 845-6185

**Email:** [claims@ilymgroup.com](mailto:claims@ilymgroup.com)

It is important that you advise the Settlement Administrator of any address changes so that future notices and/or the settlement payment can reach you.

## 9. When would I get my payment?

The Court will hold a hearing on **February 25, 2026 at 1:30 p.m.** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can contact the attorneys for the Class, also known as “Class Counsel,” whose contact information is included in Question 13 for an update at any time.

## **10. What am I giving up to get a payment and by staying in the Class?**

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court. The Judgment following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement. Any Class Member who does not request exclusion may, if they wish, enter an appearance, and may choose to be represented by the Class Member’s own lawyer, at the Class Member’s expense.

If the Settlement is approved and you choose not to exclude yourself from the Settlement, you, on behalf of yourself and your respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and any of their former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members, or Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns and legal representatives (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage, overtime wages, and double time wages), claims regarding rounding, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to provide notice of, pay, or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, donning and doffing, pre and post-shift work, failure to reimburse necessary business expenses, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the end of the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245 et seq., 256, 510, 512, 516, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 as well as claims under Business and Professions Code section 17200 *et seq.* and/or Labor Code Section 2698 *et seq.* based on alleged violations of the above Labor Code provisions. Except as set forth below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Upon the Effective Date and full funding of the Total Settlement Amount, you will release, on behalf of yourself and your respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims under the PAGA premised on the facts and/or allegations in the Operative Complaint and/or PAGA Notices that arose during the PAGA Period. You will release these claims even if you are a Non-Participating Class Member who opts out of the Settlement.

## **11. Can I get a settlement payment if I still work for Defendants?**

Yes. If you are still working for Defendants, you will receive a settlement payment if you do not exclude yourself. The Settlement will not affect your employment and Defendants will not retaliate against you in any manner for participating in the Settlement or choosing not to participate in the Settlement.

## **12. How do I get out of the Settlement?**

If you **do not** want to take part in the Settlement, you can exclude yourself. To exclude yourself from the Settlement, you must send a letter, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Administrator at the specified address, postmarked on or before **December 27, 2025** and should state something to the effect of:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN ACEVEDO V. TURBONETICS HOLDINGS, INC., ET AL.

Send the Request for Exclusion directly to the Settlement Administrator at the following address:

**ILYM Group, Inc.**  
P.O. Box 2031 | Tustin, CA 92781  
**Telephone:** (888) 250-6810  
**Fax:** (888) 845-6185  
**Email:** [claims@ilymgroup.com](mailto:claims@ilymgroup.com)

**The Request must be postmarked or faxed on or before December 27, 2025.** Any person who files a timely written request to be excluded from the Class Settlement will, upon receipt, no longer be a Class Member, and will **not** receive any money from the Class Settlement. You cannot both exclude yourself and object to the Settlement. Aggrieved Employees cannot opt-out of the PAGA Settlement and will receive their Individual PAGA Payment regardless of whether they opt-out of the Class Settlement.

### 13. Who is Class Counsel in this case?

Class Counsel's contact information is as follows:

Joanna Ghosh, Esq.  
Yasmin Hosseini, Esq.  
Ryan Slinger, Esq.  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203

### 14. How will Class Counsel be paid?

All attorneys' fees and costs awarded by the Court to Class Counsel will be paid out of the Total Settlement Amount. Class Counsel are asking the Court to award 35% of the Total Settlement Amount (i.e., \$507,500.00) in attorneys' fees, and litigation costs actually incurred in representing the interests of the Class, supported by adequate documentation, in an amount not to exceed \$50,000.00. The Class Representative and Class Counsel support this amount because of the substantial benefits obtained by Class Counsel for Class Members. The Court may award less than these amounts.

### 15. What other expenses are taken out of the total settlement amount?

Defendants have agreed to pay \$1,450,000.00 to resolve the claims that were brought in this Lawsuit. Under the terms of the Settlement Agreement preliminarily approved by the Court, settlement administration costs will be paid from the Settlement amount to ILYM Group, Inc. to act as the Settlement Administrator. As the Settlement Administrator, ILYM Group, Inc. is sending this notice to you, and will perform all the administrative duties related to this Settlement. The settlement administration costs are estimated to not exceed \$7,500.00.

Class Counsel will also ask the Court to award Class Representative Leticia Acevedo an Enhancement Award in the amount of \$10,000.00 to compensate her for her service on behalf of the Class Members. The Class Representative will also receive a share of the Settlement as a Class Member.

Lastly, \$175,000.00 of the Settlement is allocated to the Private Attorneys General Act (“PAGA”) claims asserted in the Action (the “PAGA Penalties”). Under PAGA, 75% of the PAGA Penalties must be paid (here, \$131,250.00) to the LWDA. The remaining 25% (here, \$43,750.00) allocated to the PAGA claims will be included in the distribution to Aggrieved Employees who worked for Defendants in a non-exempt position in California during the PAGA Period.

## 16. How do I tell the court that I do not agree with the Settlement?

If you are a Class Member, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You can submit a written objection to the Settlement Administrator that: (a) contains the case name and number of the Action; (b) contains the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contains a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contains copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before **December 27, 2025**. However, even if you do not submit a written objection you may appear at the Final Approval Hearing in-person and present any objection that you wish for the Court to consider. The Final Approval Hearing is presently scheduled for **February 25, 2026 at 1:30 p.m. in Department J4 of the Oxnard Juvenile Justice Center, located at 4353 E. Vineyard Avenue | Oxnard, California 93036**.

If you wish to submit a written objection please mail it to the Settlement Administrator at:

**ILYM Group, Inc.**  
P.O. Box 2031 | Tustin, CA 92781  
**Telephone:** (888) 250-6810  
**Fax:** (888) 845-6185  
**Email:** [claims@ilymgroup.com](mailto:claims@ilymgroup.com)

Written objections should **not** be filed with and/or mailed/served on Class Counsel.

## 17. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you, except that you will receive your share of the PAGA Penalties.

## 18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing, which is presently scheduled for **February 25, 2026 at 1:30 p.m. in Department J4 of the Oxnard Juvenile Justice Center, located at 4353 E. Vineyard Avenue | Oxnard, California 93036**. The date and time of the Final Approval Hearing is subject to change. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much money to pay to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

## 19. Do I have to come to the hearing?

No. Class Counsel will appear at the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but this is not required.

## **20. Are there more details about the Settlement and how do I get more information?**

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement and a website created by the Settlement Administrator accessible at: **[www.ilymgroup.com/cases](http://www.ilymgroup.com/cases)**. The pleadings and other records in this litigation are also available on the Ventura County Superior Court's website, at **<https://www.ventura.courts.ca.gov/>**.

**PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, DEFENDANTS, OR DEFENSE COUNSEL FOR INFORMATION REGARDING THIS PROPOSED SETTLEMENT.**



**Acevedo v. Turbonetics Holdings, Inc., et al.**

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM\_ID

QR

Code»

ILYM ID: «ilym\_id» «PC»

«first\_name» «last\_name»

«Address\_1»

«City», «state» «Zip\_Code»